

1884-023 Chancery Causes: Alexander C. Morris vs James J. Hobbs
Lee Co.

CA-Debt
T-Property

To the Hon John A. Kelly Judge of the Circuit
Court of Lee County Virginia

Humbly complaining your Orator Alexander
C. Morris a citizen of said county would respectfully
show unto your Honor that one James J. Hobbs
is justly indebted to him in the sum of \$799.60
as is evidenced and shown by Eight several bonds
under seal and herewith filed as a part of this bill
marked respectively A, B, C, D, E, F, G, & H.

The said bond marked (A) is dated Dec. 19-1882 and
by it the said James J. Hobbs undertook and promised
on day after the date thereof for value received in
land to pay to your Orator the sum of \$32.00

The said bond marked (B) is dated Feb. 14-1883 and
by it the said James J. Hobbs undertook and promised
by the 5th day of March then next following for value
received ~~in land~~ to pay to your Orator the sum of \$25.00
on the back of which is endorsed a credit of \$6.00 paid
March the 1st 1883. The said bond marked (C) is dated
Dec. 19th 1882 and by it the said James J. Hobbs promised
by the first day of Nov. then next following to pay to
your Orator fifteen dollars in Sound young property
at cash value, for value received in land.

The first day of Nov. 1883. having failed, and the property contemplated to be paid in discharge of said bond, not having been paid, or tendered to be paid Your Orator is advised that the said sum of ~~fifteen~~ dollars has become a money debt and is now payable in that commodity alone. The said bond marked (D) is dated Dec. 19-1882 and by it the said James J. Hobbs promised by the first day of Nov. then next following to pay to your Orator the sum of Twenty three dollars and 75 cents with interest from date, for value received in land. The said bond marked (E) is dated Dec. 19-1882 and by it the said Hobbs undertook and promised by the first day of Nov. then next following to pay to your Orator the sum of four hundred dollars with interest from date, for value received in land. And on the day said bond bears date, said Hobbs paid your Orator the sum of \$103.85, which is credited on the back of said bond.

The said bond marked (F) is dated Dec. 19-1882 and by it said Hobbs promised and agreed by the first day of Nov. 1884. to pay to your Orator the sum of One hundred and three dollars, and 85 cents with interest from the date of said bond, for value recd. in land,

The said Bond Marked (G.) is dated Dec-19-1882 and by it said Hobbs promised to pay your Orator by the 1st day of Nov. 1885 the sum of One hundred dollars with interest from date for value recd in kind.

The said Bond Marked (H.) is dated Dec-19-1882 & by it the said Hobbs promised to pay your Orator by the first day of Nov. 1886 the sum of One hundred dollars with interest from date for value recd in kind.

Thus your Honor will see that of the sum first herein mentioned \$757.60 thereof bears interest from Dec-19-1882 \$25.00 from March 5th 1883 and \$15.00 the residue from Nov. 1st 1883, of which sum \$32.00 was payable Dec-20th 1882, \$25.00 the 5th day of March 1883, \$438.75 Nov. 1-1883 ^{will become payable} \$103.85 Nov 1-1884, \$100.00 Nov. 1st 1885 and \$100.00 Nov. 1-1886 and the said Hobbs in each of said bonds waived the benefit of his homestead exemption.

Your Orator now states that subject to the two credits before mentioned, the residue of said eight bonds is unpaid and is due and to become due your Orator from said Hobbs no other or further part having been paid thereon by him or any one else for him.

Your Orator further states that said several bonds were executed to him ^{by said James J. Hobbs.} for the purchase price of a certain piece or parcel of land supposed to contain about 140

acres, lying on the waters of the north fork of Powell's river,
in the Crab Orchard in Lee County Virginia, and which
consists of three separate parcels adjoining each other
adjoining the lands of Alfred Witt & others.

This sale of land was made by your Orator to said Hobbs
on the 19th day of December 1882 and at that time
your Orator executed to said Hobbs what is generally known
as a title bond by which he bound himself to convey to
said Hobbs said land when the purchase money therefor
should be paid. And your Orator is now ready and
willing to comply with his part of the contract.

At the time of this bargain and sale your Orator put
the said Hobbs into the possession of the land so sold him
and soon thereafter said Hobbs leased or rented the same
to a tenant for the year 1883. who is now in the possession
thereof. ~~being~~ Your Orator further states that a
short time ago the said James J. Hobbs absconded from
the Commonwealth of Virginia carrying with him
as he supposes your Orator's title bond, and has become
a citizen of the State of Tennessee as your Orator is informed.

Your Orator states that he is advised that the debt
incurred referred to constitutes a lien on the tract of land
sold by your Orator to said Hobbs, and since the latter
has fled from the state that he has the right to

proceed against said Hobbs. for that part of said purchase money not yet payable, as well as that part already due and payable, and that taken together, they constitute such lien on said land, as that a court of equity will enforce the same, and to obtain that end is the object of this bill. Your Orator therefore prays that said James J. Hobbs be made defendant to this bill and be required to answer the same fully and truly on oath. That process of foreign attachment be issued and the same laid on said land, that order of Publication be entered posted and published against said Hobbs. And that upon a hearing of the cause a decree be rendered in favor of your Orator against said Hobbs. for the sum before specified, with interest as before stated, and the cost of suit, subject to the two credits before stated, and that said land or so much thereof as may be necessary may be decreed to be sold as will pay the same. And if your Orator is in any wise mistaken in his Special prayer. Then he prays for such general relief as it is proper for a court of equity to grant. May be remembered the writ of Summons issue directed to
Henry J. Morgan for Clerk

May 1884
L 4.11
J 1.50
S - 50
A 15.00
Pr. 5.00
26.21

Alexander C. Morris

vs $\frac{1}{3}$ Bill

James J. Hobbs.

1883. Nov. Bill filed

" Dec. order Pub & Cont.
1884 Jan. Spas exed, with
attachment & contd.

Febry Contd for. C.P.

" March O.R. Completed and
cause set for hearing

" March Decree & Contd

" Aug Decree Final

Alexander C. Morris

Pff

Rs.

James J. Hobbs

Defl

{ In Cherry.

This cause came on again further to be

Secret, on this day in the papers mentioned raised in

in the cause, and the report of Special Commissioner
Henry J. Morgan filed in the cause March the 8 1884

showing the sale of land in the bill presented, and

was argued by counsel. And the said report of sale

Being unaccepted to, It is adjudged ordered and

decided that said report of sale be confirmed. and

it appearing by said report that the plaintiff is the

purchase of said land at the price of \$400.00 as of

May 20 1884 and that the costs of print and sale is

\$44.00 leaving as net proceeds \$356.00 as off the last

named day, and that the title to said land is in

the Peff. It is further subjected to cold and dews.

that the debt exceed the plaintiff against the debt

on the 27th day of March 1884. Secured by seal

sum of \$356.00 as of May the 20-1884 that the three

notes (A. B. & C) for serial last named seem to be cancelled

and delivered to the plaintiff. That the title bond given

by the salinity to the left. for a little to said hand be

cancelled and no further action being necessary

in this case the same is stricken from the docket,

Alexander C. Morris

vs. { Decree No 2 final

James J. Hobbs

Entered page 387.

J. Alsbyatt CC.

Enter

J. C. K.

aug 26/84

Alexander C. Morris Plff.
vs.
James J. Hobbs. Dft.

In Chancery

This cause came on this day to be heard on the bill of the plaintiff and exhibits thereunto taken for confessed by the defendant, and was argued by counsel on consideration thereof it is adjudged ordered and decreed that the plaintiff recover of the defendant \$799.60 the aggregate amount of the several bonds in the bill mentioned with legal interest on \$759.60 part thereof from the 20th day of Decr. 1882, and the like interest on \$25.00 a further part thereof from the 6th day of March 1883 and the like interest on \$15.00 the residue thereof from the 1st day of Nov. 1883. till paid and the costs of this suit. Subject to the following credits \$103.85 paid Decr. 19/1882 and \$6.00 paid the March 1-1883. And it further appearing to the court that the sum above decreed the plaintiff is for the purchase money due him for the tract of land in the bill mentioned sold by the plaintiff to the dft. on the 19th day of Decr. 1882 and that said sum constitutes the vendors lien thereon. And that said land has also been attached by process of foreign attachment in this cause, It is therefore further adjudged ordered & decreed

that unless the sum now due and payable to the Plff
be paid to him by the ~~Defendant~~ or some one for him
within 20 days from the rising of the court, then that
said tract of land be sold or so much thereof as may
be necessary to pay the sum above decreed the Plff.

Said sale shall be made after the same shall have been
by Posting an advertisement at the court house door
advertised 30 days prior thereto showing the time & terms
by place of sale, and the same shall be at the front door

of the court house at Public Auction to the highest bidder

At such sale so much cash will be received in hand

as will pay the costs of suit and sale and as to the

residue it shall bear interest from date, and one third

of such residue shall be payable Nov 1-1884. another third

Nov 1-1885 and the residue Nov 1-1886. And Henry J

Morgan is appointed a commissioner to make said

sale who is directed to take bonds for the deferred payment

into with good security payable to himself as commissioner

and he will report his action to the court from time to time

But the plaintiff in order to entitle himself to the benefit

of this decree is required to enter into bond with

good security in the penalty of \$1000.00 with condition

to perform such future order as may be made upon the

appearance of the defendant and his making defence

and the cause is continued

Alexander C. Monip

vs. { Decr. 107

James J. Hobbs

Executed pages 371.

J. A. Hyatt
ck.

How shall notes
be given

Enter this

J. A. K.

Mar 27/84

Alexander C. Morris

Plff

vs.

James J. Hobbs

Def

In Chancery,

I ~~the said~~ Alexander C. Morris plaintiff in
a chancery suit instituted by ~~me~~ ^{me} in the circuit
court of Lee county Virginia against James J. Hobbs
do solemnly swear that in said suit I ought to
recover against said Hobbs \$799.60 at the least with
interest ~~for~~ \$25.00 thereof from March the 5th 1883 and
on \$15.00 from Nov. 1-1883. And on \$759.60 from Dec. 19/82
till paid Subject to a credit of \$103.85 paid Dec. 19. 1882
and \$6.00 paid March 1-1883. that I have present
cause of action against said Hobbs therefore. that said
Hobbs is not a resident of Virginia, but that he
is the owner of a tract of land of 140 acres lying
in said county of Lee sold by affiant to him which
is liable for said debt as I am informed & believe
so helps me God.

Alexander C. Morris

Sworn to before me by

A. C. Morris Nov. 2 1883.

Henry J. Morgan Com.

A. C. Morris

no. { Affd.

James J. Hobbs

Alexander B. Morris Poff

vs.

James J. Hobbs

Defth.

In Remembrance.

To the Hon. John A. Kelly Judge of the Circuit Court of Lee County Virginia:

As directed by a decree entered in this cause on the 27th day of March 1884 I proceeded on the 20th day of May 1884. After having advertised the land in the bill mentioned to be sold on the first day of the May county court, in the manner directed by said decree to offer for sale to the highest bidder the said tract of land on the terms prescribed by the said decree. When the Poff Alexander B. Morris offered therefor the sum of four hundred dollars and that being the highest and best price offered for the same, the said Morris became the purchaser thereof at that price, the said Morris thereupon paid me the costs of suit of \$26.50 and \$17.50 commission, amounting in the aggregate to \$44.00, and this deducted from the purchase price leaves the sum of \$356.00 as the net proceeds of said sale. And said Morris with John A. G. Hyatt as his security thereupon executed to me as const. their three bonds for the sum of \$118.66 $\frac{2}{3}$ each, with interest from date which are herewith filed marked A. B. & C. The first of which becomes payable Nov. 1-1884, the second Nov. 1-1885 and the third Nov. 1-1886. The security is ample.

While the land brought at this sale much less than it was originally sold for, still I think from

A. B. Morris

no. 3 Cant. Report of Sale

Jas J Hobbs

Filed Aug. 8th 1884

J. A. Hyatt
clerk

Received of A. C. Morris Six Dollars
\$30 in full of my fees and the writ
Tax in a Chancery Cause of said
Morris vs James J. Hobbs - which
includes a fee for dismissing the
said Cause, May 20th 1884.

J. A. Hyatt clerk

(1)

Received of H. J. Morgan
\$ 5.00 in full of fee
for Order of Publication
in the Chancery Cause of
A. C. Morris vs. Jas J. Hobbs
this May 20th 1884.

J. R. Stickley.

(2)

\$32.00 One day after date
I promise to pay C. C. Harris
thirty two dollars for value
received of him in lands
and I hereby waive as to this
debt the benefit of my home-
stead exemptions witness
my hand and seal this Dec.
19-1882 James J. Hobbins

I assign the within note over
to T. G. Morris this Jan. 22-1883
at Morris's

I assign the within note over to
at Morris's Oct. 8-1883
T. G. Morris

5

\$ 25.00 By the 5 day of March
next I promise to pay E. C.
Morris twenty five dollars
for value received of him and
as to this debt I waive the
benefit of my homestead
exemption witness my
hand and seal this the 14-
day of Feb. 1883
James J. Holb seal

March 1st 1823 by
Haulin O. Harris To Scott
County six dollars

(B)

\$15.00 By the first day of Nov.
next I promise to pay C. C.
Morris fifteen dollars
in sound young property
at cash value for value
received of him in land and
I hereby waive as to this debt
the benefit of my homestead
exemptions witness my hand
and seal this Dec. 19 - 1883

James J. Hobbs

(6)

I assign the within note over
to C. G. Morris this Jan. 22 - 1883

C. G. Morris
I assign the within note over
to C. G. Morris this Oct. 8 - 1883
T. G. Morris

\$23.75 By the first of Nov.
next I promise to pay A. C.
Morris twenty three dollars
& 75 cents with interest from
date for value received of
him in land and I waive as
to this debt the benefit of my
homestead exemption as witness
my hand & seal this Dec. 13-1883

James J. Hobbs (seal)

(28)

\$400.00 By the first-day of
Nov. next I promise to pay
A. C. Morris four hundred
dollars with interest from
date for value received of him
in lands and I hereby waive
as to this debt the benefit of
my homestead exemptions witness
my hand and seal this Dec. 19 - 1882

James J. Hobbs 

hu

I assign the within note over
to T. G. Morris this Jan. 22. 1883
at C Morris

I assign the within note over to
at C Morris this Oct. 8 - 1883
T. G. Morris

(50)

Dec. 19-1882 for the within note
to me hundred & three dollars \$103.85

\$103.85 By the first day of
Nov. 1884 I promise to pay
A. C. Morris one hundred &
three dollars and eighty five
cents with interest from date
for value received of him in
lands and I hereby waive
as to this debt the benefit
of my homestead exemptions
witness my hand and seal this
Dec. 17-1882

James J. Hobbs (seal)

I assign the within note over
to T. G. Morris this Jan. 22-1883

T. G. Morris

I assign the within over to T. G.
Morris this Oct. 8-1883

T. G. Morris

(7)

\$100.00 By the first-day of
Nov. 1885 I promise to pay
E. C. Morris one hundred
dollars with interest from
date for value received of
him in lands and I hereby
waive as to this debt the
benefit of my homestead
exemptions witness my ^{hand} and
seal this Dec. 19-1882

James J. Hobbs

I assign the ~~the~~ within note over
to T. G. Morris. Jan 27. 1883
A. C. Morris

I assign the within note over to
A. C. Morris this Oct. 8. 1883
T. G. Morris

(B)
1

\$100.00 By the first day of
Nov. 1886 I promise to pay
Chas. Harris one hundred
dollars with interest from
date for value received of
him in lands and I hereby
waive as to this debt the
benefit of my homestead
exemptions witness my hand
and seal this Dec. 19-1882

James J. Hobbs (seal)

I assign the within note over to
J. H. Morris this Jan. 22. 1883

J. H. Morris

I assign the within note over
to J. H. Morris this Oct. 8 - 1883.
J. H. Morris

(H)

The 8 Bonds referred to
in the Bill is herein enclosed
marked

A, B, C, D, E, F, G, & H.

Know all men by these presents
that we Alexander C. Harris and Elmanah
D. Barker are held and firmly bound
unto the Commonwealth of Virginia in
the just and full sum of \$1000.⁰⁰ well and
truly to be paid unto the said Commonwealth
for which we bind ourselves heirs
and assigns - and we as to this
obligation waive our homestead
exemptions, in witness whereof we
herunto set our hands and seals
this 22 day of April 1884.

The Condition of the above ob-
ligation is such that whereas the
said Alexander C. Harris obtained
a decree in the Chancery Cause of
said Harris vs James Hobbs for
the sale of certain lands,

Now therefore should the said
Harris pay all costs and damages
which may be awarded by any
future order of Lee Circuit Court, on
the appearance of the said defendant
~~upon his appearance and making~~
defence in the above Cause. ^{full force to the} Then
this obligation to be void otherwise.

A. C. Harris Seal
Elmanah D. Barker Seal

A. C. Morris
vs } Bond
James Hobbs

Filed April 22/85
J. B. G. Hyatt

Virginia

In the Clerk's office of the Circuit Court
for Lee County on Thursday the 6th
day of December 1883.

Alexander C. Morris Plaintiff

vs

James J. Hobbs

Defendant

In Law

The object of this suit is to
recover against the Defendant the
sum of \$799.60 with interest, on \$25.00
part thereof from the 5th March 1883, and
on \$12.00 part thereof from Nov 1st 1883, and
on \$759.60 the residue thereof from the 19th
Decr. 1882 till paid, and to subject to
the payment thereof the land in the
bill mentioned which has been
attached for that purpose and it appearing
from an affidavit filed in this cause
that the Defendant James J. Hobbs is a
non resident of this State:- it is
ordered that he appear here
within one month after due pub-
lication of this order to do what
may be necessary to protect his
interest in this suit.

J. A. Hyatt
Clerk

Alexander C. Morris.

vs ³/₃ Order Pub.

James J. Hobbes

I certify that I
delivered to the Lee
Co. Sentinel an official
copy of the within order
of Publication, for Publicat
ion therein, and that I
also posted a like copy
thereof at the Court
house of Lee County
at the Decr. Term of
~~the~~ County Court
thereof. J. A. Hyatt
clerk

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You to Summon *James J. Hobbs*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in

January next being rule day to answer a bill in Chancery exhibited in our said Court against *him*
by *Alexander C. Harris*

And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This *6th* day of *December* 188 *3*, in the 10 *8* year of the Commonwealth.

J. A. G. Hyatt Clerk

The proper affidavit having been made in cause
the officer serving this writ, is ordered to
attach the land lately sold by the Plaintiff
to the defendant, which lies in the Crab
orchard Lee County Va. and the same
in his hands so attached, hold subject to
the order of the court. J. A. Wyatt
Dec. 6 1883. clerk

(J. J. M)

Alexander C. Morris
vs ³ Spain Chay
James J. Hobbs
To January Rules 1884

Not executed on the debt of
J. Hobbs he being a non-resident
of the State of Virginia as
I am informed and believe.
But as directed by the order
herein enclosed, I have lined
this attachment as a tract
of land supposed to contain
140 acres lying in the Crab
orchard on the head waters
of the north fork of Powell's
river and which was
sold by the Plaintiff on the debt.
Dec. 19th 1883.

R. D. Harvey S. C. C.

VIRGINIA :—In the Clerk's office of
the Circuit Court for Lee county,
on the 6th day of December, 1883.

Alexander C. Morris, Pltff } In
vs } Chancery.
James J Hobbs, Def't }

The object of this suit is to recover against the defendant the sum of \$799 60, with interest on \$25 part thereof from March 5th, 1883, and \$15 another part thereof from November 1, 1883, and on \$759 60 the residue thereof from the 19th December, 1882 till paid; and to subject to the payment thereof the land in the bill and proceedings mentioned, which has been attached for the purpose: And it appearing from an affidavit filed in the cause that the defendant James J Hobbs is a non resident of the State of Virginia; it is ordered that he appear here within one month after due publication of this order and do what may be necessary to protect his interest in this suit.

A copy, teste: J A G HYATT, Clerk.
H J Morgan, P Q dec 6 4w

This is to Certify that the Chy. order of which
the above is a copy was published four
successive weeks in the "Lee County Stu-
tural" a weekly newspaper published
in the town of Jonesville Ga. Given
under my hand this March 25th 1884
F. R. Stickney, Pub^r.

A. C. Morris
as $\frac{3}{4}$ Pub. Acct.
J. J. Hobbs

fee \$5.00